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His Highness The Nizam's Government

HYDERABAD (DECCAN) COMPANY.

LEASE

OF THE

SINGARENI COAL FIELD.

Madras:

PRINTED AT THE LAWRENCE ALUM PRESS, MOUNT ROAD

HYDERABAD (DECCAN) COMPANY.

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2	SURFACE LANDS. Additional surface lands, houses, buildings, &c., required by the Company.	If land is required for the better development of mining operations or houses, buildings, &c., that might be damaged by subterraneous workings, Company must give Government notice of the land, houses, &c., so required with full particulars of them and purpose for which required	2
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	(3) Upon or under any of the leased lands, engines, machinery, plant and appliances, and deposit, bank, convert and manufacture the produce of the mines and minerals, &c., as detailed	8
	The Company may do all other works and things that may be necessary, and may use for buildings, railways and other sanctioned works all building and other materials obtained in carrying on the mining operations, and on which no royalty shall be paid by the Company ...	8
	For the purpose of searching for materials by means of boring, the Company may enter upon adjoining lands which, on the 7th day of January 1886 or thereafter, were in the possession or under the control of the Government without making or paying any compensation to the Government for doing so	8
	And may enter for the same purpose on other adjoining lands on making and	

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		paying to the owners and others such compensation as may be agreed upon between them and the Company ...	8 &
		The Company is to have free ingress and egress to and from the mines as may be required for the working of the mines and minerals for all persons, engines, animals, wagons, &c., &c, as detailed ...	9
		The Company may cut, use or otherwise dispose of any trees, timber or underwood on any part of the surface lands made over to the Company ...	9
		The Company shall not make any payments on account of any other matters authorized under this Clause other than the fixed rents and royalties ...	9
		But the Company must not let down or cause to subside the surface of any land not made over to the Company without arranging as to compensation with the owners and others as may be agreed upon between them and the Company ...	9
		The Company may let down or cause to subside any of the surface lands in the possession of or under the control of the Government without making or paying compensation on that account ...	9 & 10
		Except the right of ingress and egress, the rights of the Company under this Clause refer to the surface lands of the second part of the First Schedule and any other lands that may hereafter be acquired and leased to the Company ...	10

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11	MINING OPERATIONS.	The Company may in or upon the surface of the leased premises drive, erect, maintain and use any levels, drifts, tunnels, railways, roads, &c., &c., as detailed, and all underground works whatsoever which the Company may consider necessary or convenient.	10
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12	RIVERS.	The Company, with the consent of the Government, may use all springs, rivers and rivulets throughout the State and take water from them for all purposes ...	10&11
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		But the natural channel or course of any river or rivulet must not be diverted, nor rubbish or refuse thrown into them ...	11
13	ROADS AND RIVERS.	The Company, with the consent of the Government, may use all ways, watercourses, rivers and rivulets throughout the State for the purpose of carrying stores or materials to the mines, or for carrying minerals, produce and materials away from the mines ...	11
	Ways, watercourses, rivers and rivulets may be used by the Company for carrying purposes.		
14	ROADS AND RAILWAYS.	The Company will maintain and keep in good order all roads that are constructed, and for the time being are in use by them, and on expiration or sooner determination of lease will restore to original condition the sites of all the roads and railways, &c., which the Government do not require to be left ...	11
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		The roads, railways, on surface lands surrendered under Clause 17 or Clause 43 to be similarly dealt with at time of surrender; after which obligations of Company in respect to such roads and railways will cease ...	12

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15	RENTS AND BACK ROYALTIES. Rents and royalties due by the Company to the end of the year 1892.	Rents and royalties due to the end of 1892 fixed at H. S. Rs. 1,07,260; that sum or any part of it not previously received by the Government to be paid by the Company on the execution of lease and to be accepted by the Government in full of all demands against the Company to the end of the year 1892	1:
16	ROYALTIES. Royalties due by the Company after the year 1892.	The Company will pay by way of rent during the term of the lease after the year 1892 the royalties specified in the Second Schedule at the times and in the manner therein specified, and except the land assessment payable on surface lands under Clause 18 no further rent or royalty will be payable by the Company	1:
17	SURRENDER OF MINES AND MINERALS. The Company to give the Government 12 months' notice of intention to surrender any part of demised mines and minerals that cannot be worked profitably.	If loss is probable on coal being unsaleable or saleable only at a loss, the Company on giving 12 months' notice of intention to do so shall be at liberty to transfer and surrender to the Government such part of demised mines and minerals as they are unable to work profitably	1:
18	LAND ASSESSMENT. Land assessment rates to be paid by the Company.	The Company will pay land assessment on surface lands on dates to be fixed by the Government at the rate usually payable for the time being to the Government in respect of similar lands situate in the dominions of the Government	1:
19	ROYALTIES. Payment of royalties by the Company.	The royalties to be paid by the Company under the Second Schedule will be paid during the period of the lease on the days mentioned in that Schedule	14

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	Minimum rent to be paid by the Company to the Government to be H. S. Rs. 30,000.	Provided that the Company may take credit against the royalties payable in any one or more of the ten next succeeding years after every such deficiency for all sums so paid to make up the minimum rent, but such credit must not make the royalty payable for any one year fall below the minimum rent	14
		Provided further that, if the Company shall have made any transfer or surrender of the demised premises or mines under Clauses 17 or 42, the minimum rent shall be reduced—if a reduction should be allowed under the Arbitration Clause—Clause 49—and in case of difference the amount of such reduction shall be determined by Arbitration under that Clause	14&15
21	BUILDINGS, MACHINERY AND WORKS.	The Company will keep in good order and repair, to the satisfaction of the Government, all buildings, plant, machinery and works so long as they are serviceable for the purpose of the undertaking	15
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		But buildings, plant, machinery and works worked out or transferred or surrendered, are exempted from the provisions of this Clause which are also subject to the rights of the Company under Clause 38 in connection with the disposal of buildings, machinery, &c., at expiration of lease ...	1
22	ARMED RETAINERS. The Company not to keep armed retainers.	The Company cannot keep any armed retainers, but if more protection than is afforded by the special Police is required the Government will provide what is necessary at the cost of the Government ...	1
23	MONETARY TRANSACTIONS. Monetary transactions of the Company and its servants with the Government, nobles and others.	The Company nor its servants, other than natives of India, are to have any monetary transactions with the Government, nobles, Jagirdars, officials or others except as provided by the lease, or for sale of outturn from mines; and the native servants should not have such transactions with the parties named with the permission or sufferance of the Company ...	1
24	ASSIGNMENT. Assignment of property leased to the Company.	The Company cannot assign or part with the possession of the leased premises or any part of them without the previous consent in writing of the Government; which will not be withheld unless the proposed assignee or lessee be not considered sufficiently solvent...	16
25	MINING OPERATIONS. Company to work the mines to the best advantage of the Government and the Company.	The Company will, at all times during the period of the lease, work in the best manner possible in all matters such of the mines, minerals, &c., as granted to them (except such as shall not be capable of being profitably worked) and will fairly and diligently	

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The Company not to commit any wilful act within their own mines or other mines or minerals that are reserved to the Government whereby such mines and minerals may be rendered unworkable by water or foul air, or whereby the working of the mines or minerals may be prevented	The Company shall not commit any wilful act within their own mines or other mines or minerals that are reserved to the Government whereby such mines and minerals may be rendered unworkable by water or foul air, or whereby the working of the mines or minerals may be prevented	17
UTERRANEOUS WORKS.	The Company will not erect any building or other excavations under any building that was erected before the date of the lease and which shall not have been made over to the Company	18
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29	ACCOUNTS OF OUTTURN. Machine-house and machines for weighing outturn from mines to be provided and maintained by the Company; the Government to have free access thereto and to the books and accounts kept in connection therewith.	The Company at its own cost will provide a machine-house or houses at the mines and keep the same in good repair, and will provide weighing machine or machines with proper standard weights	19
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		The Company will cause all outturn from the mines to be duly weighed and will record the weights with full particulars in proper books of accounts to be provided by the Company at the mines before any of such outturn is removed, consumed or otherwise disposed of	19
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		The Government will not make any compensation to the Company for this, but will not unreasonably hinder the servants or work of the Company	20

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31	ACCOUNTS FOR THE GOVERNMENT. Company to maintain accounts for ascertaining the rents and royalties due to the Government.	The Company will keep up all accounts necessary for ascertaining the rents and royalties payable by it in the local currency of Hyderabad in such form as shall be prescribed by the Government; and a true statement of all such accounts will be furnished to the Government annually. All local accounts to be kept in local currency ...	21
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33	PLANS OF MINES. Company to keep up corrected plans of mines and workings.	The Company will keep up and submit to the Government, yearly, true and correct plans and sections of mines, workings, seams, &c., and the plans will show extent, position and condition of such mines, &c. ...	22
34	SUPERVISION OF GOVERNMENT. Books and accounts and plans of the Company and mines and works to be open to the inspection of the Government.	All plans and sections, and books and accounts relating to operations, and all mines and works will be open to the inspection of the Government so far as the Government are interested therein under the lease ...	22 & 23

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36	SURFACE LANDS, FENCING AND RESTORATION. Company to fence off works and abandoned works, and to level and restore to original condition surface lands when surrendered.	The Company will securely and properly fence off from the adjoining lands all pits, shafts, machinery, railways, &c., and within six months after any pit or shaft is permanently abandoned, will securely protect the same to the satisfaction of the Government. And within six months after the 1st day of January in each year will fill up and level such parts of surface lands as are no longer required by the Company on which the Government may wish this to be done; or make due compensation to persons affected by failure or omission to do this And will so fill up and level all surface lands that have been used or occupied by the	23 24 24

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38	EXPIRATION OF LEASE; DISPOSAL OF MACHINERY, FIXTURES, &c.	At expiration or sooner determination of lease the Company will hand over to the Government all demised premises then in possession of the Company with buildings and fixed machinery and fixtures in good repair and working order, except such as can be disposed of by the Company under Clause 38	25
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		During the last year, or at, or after the expiration or sooner determination of the lease, the Company will not take down buildings, fixed machinery, &c., without obtaining the previous sanction of the Government, and will not do this during any part of the lease, except when the buildings, machinery, &c., have ceased to be serviceable, or except for purpose of replacement	25&26

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		<p>But at or within six months after expiration of lease, or transfer and surrender of premises under Clauses 17 or 43, the Company will have power to sell by auction or private contract, and remove all engines, machinery, plant, materials, &c.; the Government, before such sale and removal, to be given the option of purchasing them at such price as may be agreed upon between the Government and the Company 2</p> <p>And such engines, machinery, &c., which the Government may desire to buy, may not be sold or removed unless the Government should fail to complete the purchase of the same within six months</p>
39	POLICE. The Government will provide the Police force required by the Company.	<p>If required by the Company a special Police force will be appointed by the Government, and the cost will be borne $\frac{3}{8}$ths by the Government and $\frac{1}{8}$ths by the Company. The Police force will be under the orders of an officer of the Government of India to be appointed by the Resident</p>
40	CUSTOMS DUTIES. Company not to pay fiscal charges or duties on plant, machinery and stores required for mining purposes, or on out-turn from mines.	<p>All machinery, plant, materials, &c., required by the Company for carrying on their mining works and operations, will be admitted into and carried through the territories of the Government free of all fiscal charges and duties; and all outturn from the mines will be carried through and exported therefrom free of all such charges and duties, it being understood that the rents and royalties payable will include all such dues 2</p>

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42	SURRENDER OF LEASE. Company to surrender the lease at any time upon giving twelve months' notice to the Government.	The Company can at any time surrender the lease upon giving twelve months' notice to the Government; and, provided that the Company shall, upon the expiration of such notice, pay all rent, royalties and other moneys then payable to the Government, this present lease and the liberties, &c., thereby granted (subject nevertheless to the rights of the Company under Clause 38) shall cease and determine, but without prejudice to any right of action or remedy which shall have accrued to the Government in respect of any breach of any of the provisions of the lease	29
43	SURRENDER BY THE COMPANY OF DEMISED PREMISES. Surrender by the Company to the Government of any part of the premises demised under the lease, or which may hereafter be demised.	If the Company shall discontinue working any of the mines which may have been opened or worked by them, but shall not be willing to surrender the entire lease under Clause 42, the Company, on giving twelve months' notice, may surrender any part of the demised premises without the remainder, and such surrender may include so much of the leased surface lands as shall not be required for working the mines retained by the Company And upon the expiration of such notice, and provided that all rents, royalties, &c., due	30

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		Such surrender shall be without prejudice to the covenants and provisions and rights and liabilities of the Company and the Government in respect to all such parts of the demised premises not surrendered ..	30
		And the Company shall grant to the Government such powers as may be necessary for working and developing the surrendered premises as may be consistent with the efficient working by the Company of the premises not surrendered	31
44	REDUCED RATE TO BE CHARGED FOR COAL FOR RAILWAYS IN THE HYDERABAD STATE.	When the railways (1) from Hyderabad to Warangul and from thence to the Southern Frontier near Bezwada, and (2) from Warangul to the Northern Frontier at or near Chanda have been completed and open for traffic, the Company will agree to supply the railways for coal required for their use at a rate 30 per cent. less than the price charged for similar coal sold to the ordinary public, if the Railways agree to carry coal, minerals and other substances of the Company throughout the Hyderabad State, at rates 30 per cent. below those charged for other similar traffic	31
	If the Railways in the Hyderabad State agree to carry coal, &c., of Company at rates 30 per cent. less than rates for other similar traffic, the Company will agree to make corresponding reduction in price of coal supplied to the Railways.	And if proper and reasonable facilities are afforded by the Railways, and so long as the mines of the Company shall produce enough coal, minerals and other substances	

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45	PENALTIES. Penalties for non-payment by the Company of rents and royalties due under the lease.	If in case of— (1) any part of rents, royalties or assessments is in arrear for three months; (2) the Company should discontinue working for any twelve consecutive calendar months; (3) the Company should be wound up or cease to exist; or (4) breach or non-observance of any of the covenants and conditions as set forth in the lease; It will be lawful for the Government to enter upon any part of the leased premises; and thereupon the lease shall cease and determine. And this re-entry shall be without prejudice to any claims or right of action or remedy against the Company that may have accrued to the Government	32 " " "
46	COMPANY NOT TO BE DISTURBED. Company not to be disturbed if all covenants and conditions of the lease are complied with.	So long as the Company pays all rents, royalties and assessments due, and complies with all conditions and covenants of the lease, they will be allowed to occupy and enjoy the demised premises without interruption or disturbance by the Government or others	33
47	ASSIGNMENTS. Liabilities of the Company under the lease to cease absolutely in cases of assignment.	When, with the consent of the Government, an assignment is made of the leased premises or any part thereof, the Company on certain conditions will be discharged from all further liabilities under the lease	33

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48	CORRESPONDENCE. Correspondence between the Government and the Company.	All notices and anything to be done under the lease will be in writing; and on the part of the Government will be disposed of under the hand of one of the Secretaries or other officer and delivered to the Company's Chief representative in Hyderabad State, or addressed to the principal officer of the Company at the mines; and on the part of the Company by such representative to be delivered at the office of the Secretary or other officer ...	3
49	ARBITRATION. Formation and proceedings of Board of Arbitration.	Dispute or difference between the Government and the Company will be referred to a Board of Arbitration of which one member will be appointed by the Government and the second by the Company ... If the Board is unable to come to a settlement, the matter under arbitration to be referred to an Umpire to be appointed by mutual consent of the said Board, or failing that, by Her Majesty's Secretary of State for India; and the decision of the Board or Umpire in all matters will be final and binding upon both parties ... Any matters not provided for in this Clause, will be dealt with under the English Arbitration Act of 1889 as amended from time to time ...	34 35 35&3 36

LEASE OF THE SINGARENI COAL FIELD granted by the Government of
H. H. the Nizam to the Hyderabad (Deccan) Company on the 12th day of
September 1893.

No. of Clause of Lease	Subject of Clause.	Provisions of Clause.
1	Rights granted to the Company under the lease.	<p>In consideration of the rents and royalties reserved to the Government, and of the covenants agreed to by the Company as enumerated in this lease, the Government demise and grant unto the Company:—</p> <p><i>First</i>—All the mines, beds, seams, veins and deposits of coal comprised in, and forming part of, the Singareni Coal Fields as described in the first part of the First Schedule of the lease. And also the minerals and other substances intermixed with and usually and properly worked with the said mines, beds, seams, veins and deposits of coal.</p> <p><i>Second</i>—All the surface lands described in the second part of the First Schedule of the lease.</p> <p>All of which are referred to in the lease as the demised premises, and which, according to the terms and conditions of the lease, the Company are to hold for the term of 99 years, dating from the 1st day of January 1890.</p> <p>And subject to the rights of the Company, if any, under the original concession, dated the 7th day of January 1886, there are reserved to the Government all mines, minerals and substances (other than those demised to the Company as specified above) with liberty and power to the Government, and persons authorised by the Government on this behalf, to enter upon any surface lands (other than those described in the second part of the First Schedule, and any</p>

H. H. THE NIZAM'S GOVERNMENT.

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Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
1	Rights granted to the Company under the lease—continued.	<p>additional surface lands that may hereafter be leased to the Company) to search for, work, get, raise and carry away all or any of the said excepted mines and minerals.</p> <p>And the Government shall have liberty and power for such purposes to sink, drive, erect, make and use all such pits, shafts, adits, waterways, airways, buildings, pumps, railways, tramways, roads, engines, machinery, works, and other conveniences as shall be necessary.</p> <p>And the Government shall make reasonable and proper money compensation to the Company for any interference with or injury caused thereby to the demised premises or any of them or any of the Company's works.</p>
2	Additional surface lands, houses, buildings, &c., required by the Company.	<p>If at any time during the period of the lease, the Company should be of opinion that other surface lands in addition to those specified in the second part of the First Schedule are required for—</p> <p>(1) The development and working of the mines, for depositing out-put from the mines, constructing buildings, roads, railways, &c., or other works necessary or properly incident to the better development and working or treating of the leased mines and minerals, or</p> <p>(2) Any houses, buildings or erections which might be injured by the subterraneous workings of the Company,</p> <p>the Company shall from time to time give notice to the Government of the quantity, position, boundaries of the land, houses, &c., so required, and of the purpose for which they are required.</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
3	Grant of lease and giving possession to Company of such additional surface lands which are in the possession of or under the control of the Government.	<p>Upon receipt of such a notice as that mentioned in Clause 2, the Government, being in possession of or having control over the additional lands applied for in it, and</p> <p>(1) if such lands should not be used or required for any public purpose, and</p> <p>(2) if in case of any dispute it should have been decided under Clause 6, that it is necessary or expedient that the Company should be granted such additional lands,</p> <p>the Government will give possession and grant a lease of the same to the Company.</p> <p>The lease will have effect from the date of the notice to the end of the period of 99 years, and it will be given on the same terms and conditions as those upon which the lands specified in the second part of the First Schedule are granted to the Company in this lease.</p> <p>The cost and expenses of, and incident to, the grant of every such lease shall be borne by the Company, but no fine or premium shall be paid by the Company to the Government in respect of any such lease.</p>
4	Grant of lease and giving the Company possession of additional surface lands, houses, &c., which are Jagir property, or which may not be in possession or under the control of the Government.	<p>Unless within two calendar months from the receipt by the Government of the notice referred to in Clause 2, the Government shall give to the Company a counter-notice that they deem it inexpedient on grounds either of public or private policy that the Company should acquire such additional lands, houses, buildings, &c., applied for that may be Jagir property, or are not in possession of or under the control of the Government, or any part thereof, the Government, at the expense of the Company, shall forthwith</p>

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HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
4	Grant of lease and giving the Company possession of additional surface lands, houses, &c., which are Jagir property, or which may not be in possession or under the control of the Government—contd.	proceed to make all necessary arrangements for the expropriation of all tenants and occupiers of, and all other persons claiming any right, title or interest to, or in, such lands, houses, &c., with a view to giving possession of the same to the Company, as soon as possible. The lands, houses, buildings, &c., to be thus given over to the Company will be those applied for in the <i>notice</i> of the Company, less those refused in the <i>counter-notice</i> of the Government; and the lease of these will be granted to the Company under the same terms and conditions as those specified in Clause 3.
5	The Company to pay compensation in cases of expropriation of tenants and others of lands, &c., acquired under Clause 4.	<p>The Company shall be liable for and shall pay to the Government all sums which the Government may have to pay, on account of compensation for disturbance or otherwise in respect of the expropriation of the tenants, occupiers and other persons mentioned in Clause 4.</p> <p>And the Government shall not be bound to grant any lease of the lands applied for in the Company's <i>notice</i> referred to in that Clause until all such sums shall have been paid in full by the Company.</p>
6	Dispute or difference between the Government and the Company regarding the lands, buildings, &c., included in the <i>notice</i> of the Company or <i>counter-notice</i> of the Government to be settled by arbitration.	<p>Any dispute, question or difference that may arise between the Government and the Company on the following points in connection with the lands, houses, buildings &c., included in the <i>notice</i> of the Company, as referred to in clauses 2, 3, 4 and 5, shall be settled by arbitration under the Arbitration Clause of the lease—Clause 49.</p> <p>(1) Quantity or position of the lands applied for ;</p> <p>(2) Whether it is necessary or expedient that the Company should acquire the lands, houses, buildings, &c., or any part of them ;</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
6	Dispute or difference between the Government and the Company regarding the lands, buildings, &c., included in the <i>notice</i> of the Company or <i>counter-notice</i> of the Government to be settled by arbitration—continued.	<p>(3) Purposes for which the lands are required;</p> <p>(4) Validity of and rights of the Company under the <i>notice</i>;</p> <p>(5) Validity of the <i>counter-notice</i> of the Government;</p> <p>(6) Grounds of inexpediency stated in the <i>counter-notice</i>;</p> <p>(7) Amount of compensation to be paid by the Company under Clause 5.</p>
7	Previous consent in writing of the Government required if the surface lands to be acquired by the Company under the <i>notice</i> referred to in Clause 2 are taken for smelting or any other purposes than those mentioned in that Clause and for the getting and carrying away of the minerals and other substances assigned under the lease.	No part of the lands to be acquired by the Company in pursuance of any such <i>notice</i> of the Company as that referred to in Clause 2 shall be taken for smelting or any other purposes than those specified in that Clause, and for the getting and removal of the minerals and other substances leased to the Company, unless the consent of the Government in writing shall have been previously obtained thereto.
8	Giving possession to the Company of the surface lands as specified in the second part of the First Schedule of the lease.	<p>The Government will forthwith evacuate and give vacant possession to the Company of all and every part of the lands specified in the second part of the First Schedule of the lease, which are in the possession or under the immediate control of the Government.</p> <p>The Government will also forthwith take all necessary proceedings at the cost of the Company for the purpose of expropriating from every part of the said lands, not in the possession or under the</p>

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HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
8	Giving possession to the Company of the surface lands as specified in the second part of the First Schedule of the lease—continued.	<p>control of the Government, all tenants and occupiers thereof, and all persons claiming any right or title thereto, and will as soon as practicable give vacant possession of the said lands to the Company.</p> <p>And the Company shall be liable for and shall pay to the Government all sums which the Government may have to pay, and shall actually pay to the tenants, occupiers and persons as aforesaid, on account of compensation for disturbance or otherwise in respect to such expropriation.</p> <p>But the Company shall not be liable to pay to the Government any compensation as regards any lands evacuated by the Government, or any compensation which may be paid by the Government for disturbance or otherwise in respect of the expropriation from any of the said lands of tenants or others claimed from the Government by virtue of any grant, lease, agreement or other document, or otherwise howsoever, since the 7th of January 1886.</p>
9	Liabilities of the Company in respect to the underground area.	<p>Without prejudice to Clause 4 of the lease, the mines and minerals, and the rights and privileges of working the same are granted to the Company subject to the rights, estates and interests of all owners, tenants and occupiers of, and all persons claiming any right, title or interest to, or in, the surface lands over and above the said demised mines and minerals, other than the surface lands described in the second part of the First Schedule of the lease.</p> <p>And the Company will at all times during the term of the lease compensate all such owners,</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
9	Liabilities of the Company in respect to the underground area— continued.	tenants, occupiers and persons as aforesaid for any injury or damage which may be caused to them by the workings on the part of the Company of the said demised mines and minerals; and will at all times keep the Government fully indemnified against all claims, demands, actions and proceedings by any such owners and others in respect of any such injury or damage.
10	Details of mining operations and workings allowed to be carried on by the Company.	<p>The Company shall have liberty to search for, sink, drive, free from water, ventilate and work the mines; and to search for, win, get, convert, manufacture, carry away, sell and dispose of the minerals and mineral and other substances hereby demised to the Company.</p> <p>And for all or any of those purposes the Company shall have liberty in, upon or under, any part of the demised premises, and either permanently or temporarily to sink, erect, make, maintain and use any pits, shafts, inclines, adits and other openings, spoil banks, engine houses, store houses, workshops, forges, dwelling houses or other buildings, coke ovens, charcoal works, stores, kilns and compressed fuel works.</p> <p>And the Company shall have liberty to make in, upon or under, any of the leased premises, and upon any adjoining or neighbouring lands any roads, bridges, railways, sidings and junctions, tramways, telegraphs, reservoirs, water-courses, fences, drains, cuts, canals, aqueducts, basins, wharves, cuttings, embankments, towing paths; but the railways, sidings and junctions of the Company must not conflict with those of His Highness the Nizam's Guaranteed Railway Company, or any other Railway Company.</p>

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HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
10	Details of mining operations and workings allowed to be carried on by the Company—continued	<p>And the Company may erect in, upon or under, any of the leased premises, any engines and other machinery, plant and appliances; and deposit, bank, make into coke, burn, convert and manufacture the produce of the said mines and minerals.</p> <p>And the Company may construct, make, maintain and do all other works and things which may be necessary or expedient, and use as materials for any buildings, railways, tramways or other works hereby authorized to be erected or constructed by the Company in connection with the said mines, any stone, lime, slate, brick-earth, clay, gravel, sand or other materials or substances which shall be gotten or won by the Company in the course of sinking, searching, boring or otherwise exploring or excavating for the said mines and minerals; and no royalty shall be paid by the Company on such materials.</p> <p>And the Company shall have liberty, for the purpose of searching for coal by means of boring, to enter upon and use any adjoining or neighbouring lands which, on the seventh day of January 1886, were in the actual possession or under the immediate control of the Government, or thereafter during the continuance of the term of this lease, without making or paying any compensation to the Government therefor; And may also enter upon any adjoining or neighbouring lands which were not, on the seventh day of January 1886, and shall not for the time being be, in the actual possession or under the immediate control of the Government, upon making such arrangements as to compensation and otherwise with the owners, occupiers and tenants thereof</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

Clause of Lease.	Subject of Clause.	Provisions of Clause.
10	<p>Details of mining operations and workings allowed to be carried on by the Company—continued.</p>	<p>as may from time to time be agreed upon between them and the Company.</p> <p>And the Company shall have free ingress and egress so far and in such directions as may be necessary or convenient, for the proper working of the said mines and minerals for all persons and things authorized by the Company in that behalf, to and from the said mines and works, with locomotive engines, animals, wagons, trucks, carts, barges and boats or otherwise howsoever.</p> <p>And the Company may cut, use or otherwise dispose of any trees, timber or underwood growing or being on any part of the surface lands for the time being made over to the Company.</p> <p>And the Company shall not make any payment in respect of the matters, things or works authorized to be done or constructed by the Company under this Clause, other than the rents and royalties reserved to the Government under the lease.</p> <p>Provided always that the Company shall not, by or in the exercise of any of the rights and liberties granted under this Clause, let down or cause to subside the surface of any land not for the time being actually made over to the Company, without making such arrangements as to compensation and otherwise with the owners, occupiers and tenants for the time being of the lands so let down or caused to subside as may from time to time be agreed upon by and between the Company and such owners and others respectively.</p> <p>And provided also that the Company may let down or cause to subside any of the surface land which, on the seventh day of January 1886 or there-</p>

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
10	Details of mining operations and workings allowed to be carried on by the Company— continued.	<p>after during the continuance of the term of this lease, was in the actual possession or under the immediate control of the Government, without making or paying compensation to the Government therefor.</p> <p>And provided always further that the Company shall not, save as herein expressly mentioned, exercise all or any of the rights and liberties specified in this Clause, other than the right of ingress and egress as aforesaid over the surface of any lands, other than those which are described in the second part of the First Schedule of the lease, and secondly as hereinbefore expressed to be hereby made over, and those which may be hereafter acquired by and leased to the Company under the provisions hereinbefore contained.</p>
11	Mining works in or upon surfacelands and use of underground springs and streams of water.	<p>The Company shall have liberty to drive, make, erect, maintain and use any levels, drifts, tunnels, airways, inclined planes, railways, tramways, roads, drains, steam engines, pumps and underground works whatsoever in or upon the premises made over to the Company, which the Company shall consider necessary or convenient, and may use all underground springs and streams of water in such manner and for such purpose as the Company may think fit.</p>
12	The Company with the consent of the Government may use springs, rivers and rivulets, but must not divert natural channel or course, or throw spoil, rubbish or refuse into them.	<p>The Company shall be at liberty, with the consent of the Government, to use all springs, rivers and rivulets in and throughout the territories of and belonging to the Government, and to abstract therefrom by means of pipes, conduits or water-courses any water which the Company may consider necessary or expedient, either for the</p>

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HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
12	The Company with the consent of the Government may use springs, rivers and rivulets, but must not divert natural channel or course, or throw spoil, rubbish or refuse into them—continued.	<p>supply and sanitary needs of the persons employed by them in connection with the mines hereby demised, or for working any engines, machinery or plant used in connection with or for the purpose of the Company's mining or other operations.</p> <p>Provided always that the Company shall not, except as aforesaid, divert or alter the natural channel and course of any such river or rivulet, or throw any spoil, rubbish or refuse into any such spring, river or rivulet.</p>
13	The Company, with the consent of the Government, may use all ways, water-courses, rivers and rivulets for carrying purposes.	The Company, with the consent of the Government, shall be at liberty to use all ways, water-courses, rivers and rivulets in and throughout the territories of and belonging to the Government for the purpose of their mining operations either for carrying stores or materials to, or for carrying minerals, produce and materials away from, the demised premises.
14	Maintenance of roads constructed by the Company, and disposal of roads and railways at the expiration or sooner determination of lease.	The Company shall, during the subsistence of the period of the lease, keep and maintain in good repair all roads which shall be made and constructed, and for the time being are in use by them under the liberties and powers hereinbefore given to the Company, and shall, at the expiration or sooner determination of the said period, break up, clear, and in the case of agricultural land, restore fit for agricultural purposes, the sites of any such roads, and any such railways, sidings or tramways which shall have been made or constructed as aforesaid as the Government shall not, by notice in writing to be delivered to the Company within three calendar months of such expiration or sooner determination, require to be left.

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HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
14	Maintenance of roads constructed by the Company, and disposal of roads and railways at the expiration or sooner determination of lease—continued.	Provided always that, upon any transfer or surrender under Clause 17 or Clause 43 of this lease, the Company may, in lieu of any further obligation under these Clauses to repair the same, break up, clear, and in the case of agricultural land restore fit for agricultural purposes the sites of any such roads, railways, sidings or tramways as aforesaid, which, by reason of such transfer or surrender, shall have become useless or unnecessary to the Company, and which the Government shall not, by notice in writing to be delivered to the Company within three calendar months of such transfer or surrender, require to be left; and thereupon all further liability to repair such roads shall cease and determine.
15	Rents and royalties due by the Company to the end of the year 1892.	<p>The rents and royalties due or payable by the Company to the Government for and in respect of all coal and other substances which have been raised and won by the Company from the demised mines since the commencement of the term of 99 years of the lease down to and including the 31st day of December 1892 shall be taken to be the sum of H. S. Rs. 1,07,260.</p> <p>And upon the execution of this lease the Company shall in respect thereof pay to the Government so much of the said sum of H. S. Rs. 1,07,260 as has not been previously paid or accounted for.</p> <p>And such sum, when so paid as aforesaid, shall be accepted by the Government in full discharge of all rents and royalties as due or payable to the Government up to the date mentioned, viz., the end of the year 1892.</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
16	Royalties due by the company to the Government during the period of the lease after the year 1892.	<p>There are reserved to the Government during the term of the lease by way of rent for all the premises demised and hereafter to be demised under the provisions contained in the foregoing Clauses, the royalties specified in the Second Schedule of the lease, to be calculated and payable as from the date, and at the times and in the manner therein expressed.</p> <p>And except as provided by Clause 18 of the lease no further rent or royalty shall be payable by the Company to the Government in respect of any of the premises hereby demised, or hereafter to be demised as aforesaid.</p>
17	Company to give 12 months' notice to the Government of intention to surrender any part of demised mines and minerals that cannot be worked profitably.	<p>If threatened with loss by the coal obtained from the mines hereby demised being unsaleable or saleable only at a loss, the Company by giving to the Government twelve calendar months' notice in writing,—to expire on any first day of January,—of their intention to do so, shall be at liberty to transfer and surrender to the Government such part of the said demised mines and minerals as they are unable to work profitably.</p>
18	Land assessment rates to be paid by the Company.	<p>The Company will pay to the Government, in every year during the period of the lease, on or before the day or days for the time being fixed by the Government for the payment thereof, in respect of all surface lands described in the second part of the First Schedule of the lease, and also in respect of all premises which under the previous Clauses may be acquired by and made over to the Company, except such parts thereof respectively as shall for the time being have been surrendered by the Company to the Government, the rate of land assessment usually payable for the time being to the Government in respect of similar lands situate in the dominions of the Government.</p>

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HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
19	Payment of royalties by the Company.	The Company will pay to the Government during the period of the lease the royalties specified in the Second Schedule of the lease on the days prescribed therein for the payment thereof.
20	Minimum rent to be paid by the Company to the Government.	<p>If the Company shall not in any year during the term of the lease after and commencing with the 1st day of January 1893 work, get and win such a quantity of coal as, according to the royalties specified in the Second Schedule of the lease, will produce a clear yearly sum of H. S. Rs. 30,000 (hereinafter called "the minimum rent") the Company will on the first day of March in every year pay to the Government such a sum as together with the royalties payable under the Second Schedule will amount to the minimum rent in the same manner as if a quantity of coal to produce the royalties of that sum had been actually worked, got and won.</p> <p><i>Provided always</i> that, if in any year of the said term, the Company shall not have actually won such a quantity of coal as, according to the said royalties, would produce for that year the minimum rent, then the Company may, as often as any such deficiency shall happen, take credit against any royalties payable by them in any one or more of the ten next succeeding years of the said term after every such deficiency, for all sums so paid by them to make up any such deficiency, but not to so as to make the royalty actually paid by them in any one year fall below the minimum rent.</p> <p><i>Provided always further</i> that, if the Company shall make any such transfer or surrender as mentioned in Clause 17, or shall under the provisions</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
20	Minimum rent to be paid by the Company to the Government— continued.	of Clause 42 surrender any part or parts of the said demised mines, the minimum rent shall (if it shall be so decided under the Arbitration Clause—Clause 49) be reduced, and the amount of such reduction—if any—shall, in case of difference, be determined by arbitration under the said Arbitration Clause.
21	Company to maintain in good order buildings, plant, machinery and works.	The Company will maintain in good order and repair, to the satisfaction of the Government, all buildings, plant, machinery and works erected, constructed or used by the Company during the period of the lease, if and so long as the buildings &c., are serviceable for the purposes of the undertaking. But buildings, plant, machinery and works which shall have been erected, constructed or used exclusively for the purposes of the mines leased to the Company or in connection with any part thereof which shall have been worked out or become incapable of being worked at a profit, or which shall have been transferred and surrendered to the Government under Clause 17 of the lease, or shall have been surrendered to the Government under Clause 43 of the lease, shall have been exempted from the provisions of this Clause. And provided always that the provisions of this Clause shall be subject and without prejudice to the rights conferred upon the Company by Clause 38 of the lease which relates to the disposal of such buildings, machinery, &c., at the expiration or sooner determination of the period of the lease, or on transfer and surrender of any part of the leased premises.

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause	Provisions of Clause.
22	Company not to keep armed retainers.	<p>The Company shall not at any time during the period of the lease keep any armed retainers.</p> <p>If the Company shall at any time require additional or other protection than is afforded by the special Police to be provided and maintained in accordance with Clause 39 of the lease, application for it must be made by and on behalf of the Company to the Government, and the Government shall forthwith supply at the cost of the Government all such additional and other protection as may be deemed necessary.</p>
23	Monetary transactions of the Company and its servants with the Government and others.	<p>Neither the Company nor any of the servants, other than natives of India, shall have, during the period of the lease, any monetary transactions with the Government, or with the Nobles, Jagirdars, Jemadars, Zamindars, or with any officials of the Hyderabad State, except such monetary transactions as are provided by or are incidental to the provisions of the lease, or for the sale of the coal or other produce obtained under or by virtue of the rights granted to the Company under the lease.</p> <p>And the servants of the Company who are natives of India shall not by the permission or sufferance of the Company have any monetary transactions with the Government or the nobles and others mentioned in this Clause during the period of the lease.</p>
24	Assignment of property leased to the Company.	<p>The Company shall not assign, underlet or part with the possession of the leased premises or any part thereof without the consent in writing of the Government thereto having been previously applied for and obtained; and the Government</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
24	Assignment of property leased to the Company—continued.	under this Clause agrees that such consent shall not be withheld, unless the proposed assignee or lessee be not considered sufficiently solvent.
25	Company to work the mines to the best advantage of the Government and the Company.	<p>The Company will during the period of the lease,</p> <ol style="list-style-type: none"> (1) in the best and most effectual manner, (2) to the utmost and on the most approved principles, (3) with due provision for drainage and ventilation of the mines, (4) for the security of the life and the maintenance of the value of the property leased to the Company, and, (5) without intermission except when prevented by insuperable accident, <p>work, win, get and raise all the mines, minerals and substances hereby granted to the Company (except such as shall not be capable of being profitably worked) so far as is consistent with the provisions of Clause 27 of the lease.</p> <p>And the Company will at all times during the period of the lease fairly and diligently use their best endeavours to work, win, get and raise such mines, minerals and substances, and to sell and dispose of the same to the best advantages of the Government and the Company.</p>
26	The Company not to commit any wilful act that would render unworkable the mines demised to the Company or those reserved to the Government.	The Company shall not commit within the mines demised to them by this lease any wilful act whereby such mines, or any other mines or minerals lying or being under the Company's mines that are demised and reserved to the Government may, during the subsistence of the lease, be rendered unworkable by water or foul air or whereby the working of such mines or minerals may be prevented.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
27	Subterraneous or other excavations of the Company under or near buildings not in possession of the Company.	<p>The Company shall not permit or suffer any subterraneous or other excavations—except roads and ways properly supported—to be made under any dwelling house or building that was erected before the date of this lease, and which shall not for the time being be in the possession or occupation of the Company.</p> <p>Nor shall such excavations be made within such distance from any such dwelling house or building as shall in each case and from time to time be fixed by the Government Mining Engineer for the time being; or any works or operations whatever be carried on which shall be reasonably calculated or likely to structurally damage any such dwelling house or building.</p> <p>Provided always that this Clause shall not apply to cases where the Company shall be ready and willing to take such dwelling house or building at a fair valuation to be determined if necessary by valuation under the Arbitration Clause of the lease—Clause 49.</p>
28	Outturn from mines to be recorded in Company's books.	<p>The Company shall not without the previous consent in writing of the Government,</p> <ol style="list-style-type: none"> (1) remove or suffer to be removed from the premises for the time being in the possession of the Company, or any part thereof, any minerals or other substances raised or obtained from the mines for the purpose of sale or otherwise, or (2) use or convert for any purpose or consume any such minerals or other substances, <p>until the particulars thereof have been duly entered and recorded in the Company's books for the purpose of ascertaining the amount of the royalties payable in respect of such minerals and other substances.</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
29	Machine-houses and machines for weighing outturn from mines to be provided and maintained by Company; the Government to have free access thereto, and to the books and accounts kept in connection therewith.	<p>The Company will at its own expense, during the period of the lease, erect and keep at the place or each of the places where any coal, minerals or other substances to be gotten out of the mines shall be raised or brought to the surface, one or more machine-house or houses, and shall keep the same in good repair.</p> <p>And the Company shall set up and keep a weighing machine or machines with proper standard weights of His Highness' State or such other weights as may be necessary or convenient in the machine-house or houses so to be erected.</p> <p>And the Company will at all reasonable times permit any officers and workmen appointed by the Government on that behalf to have free access to such machine or machines and weights, and make use of, prove and regulate the same.</p> <p>And the Company will keep such machine or machines and weights in good repair, and at its own expense provide proper persons to superintend the same.</p> <p>And the Company will cause all the coal, minerals and other substances which shall be gotten by the Company from the leased premises (whether the same shall be taken away and sold or disposed of, or otherwise used or consumed) to be duly weighed; and will cause the weights of all coal, minerals and other substances, distinguishing each of the same and the different classes and qualities of each, to be from time to time entered in proper books of accounts to be provided for that purpose by the Company. And these books</p>

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Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
29	Machine-houses and machines for weighing out turn from mines to be provided and maintained by Company; the Government to have free access thereto, and to the books and accounts kept in connection therewith—continued.	<p>shall be kept at the office where such coal, minerals and other substances shall be raised or brought to the surface. And the Company will not remove, consume or dispose of any coal, minerals or other substances until so weighed and entered in the books.</p> <p>And the Company will permit any persons from time to time appointed by the Government on that behalf to have free access at all reasonable times to the said machine-house or machine-houses and office, and to inspect, cast up and examine the said books, entries and accounts and take extracts or copies of the same.</p> <p>And will permit any persons appointed by the Government from time to time in that behalf to be present when the said coal, minerals and other substances shall be weighed.</p> <p>And also from time to time, as often as such persons shall think proper, will permit them to weigh and take account of all such coal, minerals and other substances, and for that purpose will let them have the use of the said machines, and also the help and assistance of any of the servants or workmen there employed, and the use of the horses, wagons, trucks, carts and other carriages, ropes, tackle and other implements and other machinery employed in and about any of the Company's premises.</p> <p>And the Government shall not make any compensation to the Company for the same, but shall not unreasonably hinder the servants or workmen of the Company.</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
30	Company to make up for the Government quarterly accounts of outturn and sales.	The Company will on the last day of every third calendar month, during the period of the lease, settle and make up full, true and particular accounts of all coal, minerals and other substances obtained and raised from the leased mines and of all sales thereof respectively, with dates, names, weights, prices and all such particulars as the Government shall from time to time require.
31	Accounts of the Company for ascertaining rents and royalties due to Government.	All accounts necessary for ascertaining the rents and royalties payable by the Company to the Government under the lease shall be kept in the local currency of Hyderabad, in such a form as the Government shall from time to time prescribe; and a true statement of all such accounts shall be submitted yearly by the Company to the Government; and all local accounts shall be kept in local currency.
32	Separate accounts to be kept by the Company for each class of minerals and substances.	<p>The Company shall keep or cause to be kept separate accounts in respect to each of the following minerals and substances that may be raised and obtained from the leased mines :—</p> <p>(a) Gold and silver ;</p> <p>(b) Iron ore and stone ;</p> <p style="padding-left: 40px;">(Each separate quality to be in a separate class.)</p> <p>(c) Precious stones ;</p> <p>(d) Mineral oils ;</p> <p>(e) Alum ;</p> <p>(f) Pottery earth ;</p> <p>(g) Fire-clay ;</p> <p>(h) Lime stone ;</p>

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
32	Separate accounts to be kept by the Company for each class of minerals and substances—continued.	<p>(i) All other clays, metals, minerals and mineral substances intermixed with and usually and properly worked with the said mines, beds, seams, veins and deposits of coal.</p> <p>(each to be separately classified.)</p>
33	Company to keep plans of mines and workings.	<p>The Company will at all times during the period of the lease keep true and correct plans and sections of the mines and of all the workings thereof; and of all seams, veins or lodes which shall have been discovered thereon; and upon such plans and sections the extent, position and actual condition of the Company's works shall be actually set forth and delineated.</p> <p>And on the first day of March of each year during the period of the lease the Company shall, if required, deliver to the Government such plans and sections which shall be corrected up to the end of the last preceding year.</p> <p>The sections shall be made to the scale of twenty feet to an inch, and the plans of the workings to the scale of one hundred feet to an inch; and such sections and plans shall be kept at the counting house of the Company on the leased premises.</p>
34	Books and accounts of the Company and plans and sections to be open to the inspection of the Government.	<p>All plans and sections as mentioned in Clause 33, and all books, accounts, documents, vouchers and papers relating to any operations carried on under the lease; and also the mines and works of the Company shall, so far as the Government are interested therein respectively, at all reasonable times, be open to the inspection of any per-</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
34	Books and accounts of the Company and plans and sections to be open to the inspection of the Government—continued	<p>son or persons duly authorized by the Government from time to time on that behalf; but the persons engaged on such inspection at one time shall not exceed a reasonable number.</p> <p>And the Company shall grant free access and all reasonable facilities for inspecting and taking copies of or extracts from such plans, sections, books, accounts, documents, vouchers and papers; and for inspecting, measuring and testing such mines and works; and all information in connection therewith which shall be required by such person or persons shall be afforded to them by the Company, their Agents, servants and workmen.</p> <p>Provided always that the exercise of all or any of the rights given to the Government under this Clause shall be conducted at reasonable hours in the daytime, and in such a manner as shall not interfere more than is reasonably necessary with the operations and works of the Company.</p>
35	The accounts of the Company may be audited by the Government half-yearly.	<p>The accounts of the Company, so far as the Government are interested therein under the provisions of the lease, may be audited half-yearly by any duly authorized Agent or Agents of the Government for the time being; and such Agent or Agents shall for that purpose have power to call for all such books, accounts, documents, vouchers, plans and sections as he or they may <i>bonâ fide</i> think necessary for the verification or elucidation of such accounts.</p>
36	Fencing off works and disused works, and levelling and restoration of surface lands to be carried out by Company.	<p>The Company will from time to time, and at all times during the period of the lease, securely fence off and keep fenced off from the adjoining lands, by means of a substantial post and rail</p>

H. H. THE NIZAM'S GOVERNMENT.

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
36	Fencing off works and disused works, and levelling and restoration of surface lands to be carried out by Company—continued.	<p>fence, at least four feet in height, or some other fence sufficient to protect the public or their cattle, sheep or other animals from straying into the same, all pits, shafts, machinery, railways, sidings, tramways and other works used by the Company in connection with the leased mines.</p> <p>And the Company will, within six calendar months next after any pit or shaft shall have been permanently disused, cover the same with a good and substantial arch of brickwork or masonry to the satisfaction of the Government or the Mining Engineer.</p> <p>And will, within six calendar months next after the first day of January in every year, either fill up, stop and level such parts of the surface lands for the time being in the possession or occupation of the Company as shall no longer be required by the Company (except such parts thereof as the Government may, by notice to be given in writing, require not to be filled up, stopped or levelled), or make due compensation to all persons, other than the Government, affected by the failure or omission of the Company to fill up, stop or level such surface lands.</p> <p>And the Company will cause the whole of the surface lands which may at any time during the period of the lease have been used or occupied by the Company, to be filled up, stopped or levelled, within six calendar months next after the expiration or sooner determination of the period of the lease (except such parts of the said lands as the Government may, by notice in writing to be delivered prior to such expiration or sooner determination, require not to be filled up, stopped or levelled.)</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease	Subject of Clause.	Provisions of Clause.
36	Fencing off works and disused works, and levelling and restoration of surface lands to be carried out by Company—continued.	And the Company will, within the same six calendar months, either reinstate or restore such parts of the lands to be so filled up, stopped or levelled, as were prior to the Company's use or occupation of the same cultivated or used for pasture, to a state fit for cultivation or pasture respectively, or make due compensation to all persons, other than the Government, affected by the failure or omission of the Company to so reinstate or restore the said lands.
37	Delivery by the Company to the Government of all demised premises on the expiration of the lease.	At the expiration or sooner determination of the period of the lease of 99 years, the Company will deliver up to the Government all the leased premises and all additional premises which may hereafter be leased to the Company under the provisions contained in the previous Clauses, together with all erections and buildings then standing and being thereon or on any part thereof, and all fixed machinery and fixtures (except such as are hereinafter authorized to be removed or disposed of by the Company) in good and substantial repair and working order. And when so delivered, such premises, machinery and fixtures shall in all respects be in such state and condition as shall be consistent with the due performance and observance of the covenants contained in this lease, (except so far as shall be otherwise agreed upon between the Company and the Government) and as shall also be consistent with the agreements between the Company and the Government.
38	Disposal of buildings, fixed machinery, fixtures, engines, machinery, &c., the property of the Company on expiration of lease.	The Company shall not during the last year of the period of the lease, or at, or after the expiration or sooner determination of the lease, without obtaining the previous license in writing of the

H. H. THE NIZAM'S GOVERNMENT.

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
38	Disposal of buildings, fixed machinery, fixtures, engines, machinery, &c., the property of the Company, on expiration of lease—continued.	<p>Government to that effect, take down or remove any buildings or erections, fixed machinery or fixtures, standing or being on any part of the leased premises, or which may hereafter be leased to the Company under the provisions of the previous Clauses.</p> <p>And shall not during any part of the said period, without such license of the Government, take down or remove any such buildings, erections, fixed machinery or fixtures, unless and except so far as the same shall have ceased to be serviceable for the purposes of the undertaking, or except for the purpose of replacing the same by other buildings, erections, fixed machinery or fixtures of equal or superior utility.</p> <p>Provided always that it shall be lawful for the Company, at or within six calendar months after the expiration or sooner determination of the said period, or after any transfer and surrender of any part of the said premises under Clauses 17 or 43 of the lease, to sell by auction or private contract, and either on or off the said premises; and to remove all engines, machinery, rails, sleepers, ropes, plant and materials belonging to the Company and used in or about the said premises, or the part of the said premises so transferred and surrendered respectively.</p> <p>Provided that the Company, before such sale or removal, first offers to the Government the option (which offer if not accepted within three calendar months shall be deemed to have been refused) of purchasing all or any part of the said engines, machinery, rails, sleepers, ropes, plant and materials at such a price as shall be agreed upon</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
38	<p>Disposal of buildings, fixed machinery, fixtures, engines machinery, &c., the property of the Company on expiration of lease —continued.</p>	<p>between the Company and the Government, and in default of such agreement, at such a price as shall be fixed by arbitrators under the Arbitration Clause of the lease—Clause 49.</p> <p>And the Company shall not remove or sell to any other person any of the said engines, machinery, rails, sleepers, ropes, plant and materials which the Government shall desire to buy at such price as aforesaid, unless the Government shall fail to complete the purchase of the same within six calendar months after such option shall have been offered to the Government.</p>
39	<p>Provisions by the Government of the Police force required by the Company.</p>	<p>A special Police force shall, if required by the Company, be appointed by the Government to enforce order between the servants of the Company, while engaged in any operations connected with the lease, and the subjects of the Government; and the cost of such Police force shall be borne by the Government and the Company in the following proportions :—viz., three-tenths by the Government and seven-tenths by the Company.</p> <p>The Police force shall be placed and shall at all times be and remain under the orders of an officer of the Government of India, to be from time to time appointed by the British Resident at Hyderabad, so long as the Government of India shall assent to such arrangement.</p>
40	<p>Company not to pay fiscal charges or duties on plant, machinery and stores required for mining purposes or on outturn from mines.</p>	<p>All machinery, plant and utensils and other stores and supplies required for mining purposes, as ordered or required by the Company for the purpose of carrying on the works and operations incident to or in connection with this lease, shall</p>

H. H. THE NIZAM'S GOVERNMENT.

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
40	Company not to pay fiscal charges or duties on plant, machinery and stores required for mining purposes or on outturn from mines—continued.	<p>be admitted into and carried through the territories of the Government free of all fiscal charges and duties whatever payable either to the Government or to any local authorities or other persons claiming under the Government by virtue of any title accrued subsequently to the 7th day of January 1886.</p> <p>And all coal, minerals and other substances shall be carried through and exported out of the same territories free of all such fiscal charges and duties.</p> <p>And if, at any time hereafter, any such fiscal charges or duties as aforesaid are imposed upon the carriage, import or export of any of the articles or things as aforesaid, the rents and royalties payable by the Company under this lease shall be accepted by the Government in satisfaction and discharge of all such charges and duties</p> <p>It being the true intent and meaning of the provisions of the lease that the rents and royalties payable by the Company shall be in full satisfaction and discharge of all such fiscal charges and duties now and hereafter chargeable or imposed under the law of the dominions of the Government in force for the time being, or in respect of all or any part of the mines, minerals and other substances hereby demised, and raised or obtained from the demised premises or any part thereof, or on the Company in respect thereof, except the rate of land assessment usually payable in respect of similar lands in the dominions of the Government.</p>
41	Rates of freight of State Railways guaranteed by the Government.	If, at any time hereafter during the period of the lease hereby granted, the rates charged by any State Railway guaranteed by the Government

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
41	Rates of freight of State Railways guaranteed by the Government— continued.	for the freight of any such minerals or mineral substances as are hereby assigned to the Company, whether in their raw state or manufactured, shall by agreement between the Government and such Railway be raised or altered so as to exceed the rates at the date of this lease charged by the Great Indian Peninsula Railway for similar freight, then and so often as the same shall happen, it shall be lawful for the Company to refer under the Arbitration Clause of the lease (Clause 49) the question whether any, and if any, what modification, diminution or alteration ought to be made in the royalties due by the Company under the lease, on account of such raising or alteration of those rates.
42	Company to surrender the lease at any time upon giving twelve months' notice to the Government.	<p>It shall be lawful for the Company to surrender this lease at any time upon giving to the Government twelve calendar months' notice in writing of their intention so to do. Such notice to expire on any first day of January.</p> <p>And at the expiration of such notice, and provided the Company shall, upon such expiration, pay all rent, royalties and other moneys which may be then due and payable, under the provisions of this lease, to the Government, this present lease and the liberties, licenses and powers hereby granted, (subject nevertheless to the rights of the Company under Clause 38 hereof) and all future liability of the Company shall cease and determine.</p> <p>And this shall be without prejudice to any right of action or remedy which shall have accrued to the Government in respect of any breach of any of the covenants or provisions of the lease.</p>

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
43	Surrender by the Company to the Government of any part of the premises demised under the lease or which may hereafter be demised.	<p>If the Company shall discontinue, or at any time hereafter shall neglect, or omit, or permit or suffer to be neglected or omitted, the working of any of the mines demised under the lease, which shall have been opened or worked by the Company, but shall not be desirous, or willing to surrender this lease under the provisions of Clause 42, it shall be lawful for the Company, at any time, upon giving to the Government twelve calendar months' notice in writing of their intention to do so, to surrender any part of the demised premises or the premises which may be demised hereafter under the provisions of previous Clauses without the remainder of the said premises, but so that any such surrender shall include so much of the surface lands hereby or hereafter to be demised as shall not be necessary or expedient for the working of the demised mines retained by the Company.</p> <p>And upon the expiration of such notice and provided the Company shall upon such expiration pay all rents, royalties and other moneys which may then be due and payable under these presents to the Government, then this lease, and the liberties, licenses and powers granted under it (but subject to the rights of the Company under Clause 32) and all future liability of the Company shall cease and determine so far as regards the part of the said premises so surrendered.</p> <p>But such surrender shall be without prejudice to the covenants and provisions contained in the lease, and to the rights and liabilities of the Company and the Government respectively thereunder, in respect of all such parts of the said premises as shall not have been surrendered.</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
43	Surrender by the Company to the Government of any part of the premises demised under the lease or which may hereafter be demised—continued.	And the Company shall thereupon grant to the Government all such powers, easements and rights as may be necessary or expedient for efficiently working and developing the premises so surrendered, and consistent with the efficient and convenient working and development by the Company of the premises not surrendered.
44	The Company to charge the Railways in the Hyderabad State a reduced rate for coal if freight rates of those Railways for coal minerals and other substances carried for the Company are reduced below the rates for other similar traffic.	<p>Whenever the railways, (1) from Hyderabad to Warangul, and from thence to the Southern Frontier near Bezwada, and (2) a continuation of the same railway from Warangul to the Northern Frontier at or near Chanda, have been constructed and capable of transporting mineral traffic to extent necessary, the Company shall at any time during the period of the lease, if called upon by the Government by notice in writing to do so, enter into an agreement with the owner or owners of the Railways; whereby, in consideration of their agreeing to carry coal, minerals and other substances of the Company throughout the Hyderabad State at rates 30 per cent. below the rates charged by the Railways for freight of other similar traffic, the Company will agree to supply coal required for the Railways at 30 per cent. below the price per ton for the time being charged for similar coal supplied to the ordinary public, as shall be agreed upon between the Company and the owner or owners of the said railways.</p> <p>And so long as proper and reasonable facilities are afforded by the Railways for the carriage and transport of all such coal, minerals and other substances, and so long as the demised mines shall produce to the Company sufficient coal, minerals and other substances for the purpose, the Company will supply the Railways with mineral traffic sufficient at the reduced rates to produce £ 45,000 per annum.</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
45	Penalties for non-payment by the Company, when due, of rents and royalties.	<p>It is provided always, and the provisions of this lease are based on this express condition :—</p> <ol style="list-style-type: none"> (1) that if and whenever any part of the rent, royalties or assessment specified in the previous Clauses as due by the Company shall be in arrear for three calendar months, whether the same shall have been legally demanded or not, or (2) if and whenever the Company shall discontinue working, for any twelve consecutive calendar months, any of the demised mines upon which active mining operations and works shall at any time have been commenced by the Company and which shall not before the expiration of such period of twelve months as aforesaid from the discontinuance of working the same, have been transferred or surrendered under the powers hereinbefore contained, or (3) if the Company shall be wound up or cease to exist, or (4) if and whenever there shall be breach or non-observance of any of the covenants and conditions on the part of the Company as set forth in the lease, and the Company shall fail to make pecuniary compensation to the satisfaction of the Government for such breach or non-observance ; <p>then it shall be lawful for the Government to enter upon any part of the leased premises in the name of the whole, and thereupon the period of the lease as hereby granted shall absolutely cease and determine.</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
45	Penalties for non-payment by the Company, when due, of rents and royalties—continued.	And this re-entry shall be without prejudice nevertheless to the recovery of such of the rents, royalties and assessments so reserved and made payable by the Company as shall then be due or owing, and also without prejudice to any right of action or remedy which shall have accrued to the Government in respect of the breach or non-observance of any of such covenants and conditions as aforesaid. And such right of re-entry may be exercised by the Government notwithstanding the waiver by the Government of any prior forfeiture or forfeitures.
46	So long as the Company pays the rent, royalties and assessments reserved to the Government under the lease, the Company may hold the demised premises without interruption or disturbance by the Government.	The Company paying the rents, royalties and assessments reserved to the Government in accordance with the provisions of the lease, and performing and observing all the covenants and conditions on the part of the Company therein contained, may peaceably and quietly hold, use, occupy and enjoy the demised premises during the period of the lease, without any interruption or disturbance by the Government or any person lawfully claiming any estate in the demised premises, or any part thereof, through or under the Government.
47	Liability of Company to cease in cases of assignment.	If the Company shall, with the previous consent of the Government to that effect, assign the leased premises or any part thereof, and shall at the expense of the Company procure the assignee or assignees to execute and deliver to the Government a deed or deeds of covenant, binding the assignee or assignees to perform and observe all the covenants, obligations, terms and conditions on the part of the Company, as herein set forth, then the Company shall be discharged from all further liability under this lease.

H. H. THE NIZAM'S GOVERNMENT.

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
47	Liability of Company to cease in cases of assignment—continued.	<p>Or in case of an assignment of part only of the said premises, then the said covenants, obligations, terms and conditions to be contained in such deed or deeds shall relate to that part, and the Company shall be discharged from all liabilities to the Government in respect of the part so assigned.</p> <p>And such liabilities may be apportioned as may be agreed upon between the Company and the Government, or in default of such agreement, as may be determined by arbitration under the Arbitration Clause—Clause 49.</p> <p>And the subsequent winding up of the Company, or its ceasing to exist shall not give the Government the right of re-entry under Clause 45 of the lease upon the demised premises or upon the part or parts thereof that are included in such assignment or assignments.</p>
48	Correspondence between the Government and the Company.	<p>All notices to be given under or with reference to this lease, or anything done or to be done thereunder, shall be in writing; and on the part of the Government shall be under the hand of one of the Secretaries or other proper officer of the Government and shall be addressed and delivered to the Company's principal representative for the time being in the territories of the Government, or shall be so addressed at the principal office of the Company on the leased premises; and on the part of the Company shall be under the hand of the said principal representative and shall be addressed and delivered to or left at the office of one of such Secretaries or other proper officer.</p>

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—continued.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
49	Arbitration.	<p>If any dispute, question, difference or controversy shall arise between the Government and the Company concerning—</p> <ol style="list-style-type: none"> (1) Any clause of or anything contained in the lease or the construction thereof ; (2) the amount of compensation to be paid under the lease ; (3) any matter or thing to be done under the lease or in any way connected with the provisions of the lease or the operation thereof ; (4) the rights, duties or liabilities of either party under or in connection with the provisions of the lease ; (5) in relation to any matter mentioned in previous Clauses as to be referred to arbitration under this Clause ; <p>then and in every or any such case or dispute, the matter in difference shall be referred to a Board of Arbitration, one member of which shall be appointed by the Government and the other by the Company ; and the duty of the said Board shall be to enquire into and equitably adjust and determine the same.</p> <p>And if the Board shall be unable to come to a settlement by reason of difference of opinion among the members thereof, or for any other reason, the matter in difference shall stand referred to an Umpire to be appointed by the mutual consent of the said Board in each case before they proceed to arbitration.</p>

H. H. THE NIZAM'S GOVERNMENT.

HYDERABAD (DECCAN) COMPANY.

Lease of the Singareni Coal Field—concluded.

No. of Clause of Lease.	Subject of Clause.	Provisions of Clause.
49	Arbitration—concluded.	<p>Or in case the Board shall not, within six weeks after the dispute or difference shall have been referred to them, have appointed the said Umpire, the appointment of an Umpire may be made on the application of either the Government or the Company by Her Majesty's Secretary of State for India; and the decision of such Board—or in the event of their not arriving at a decision as aforesaid—the decision of such Umpire shall be final and binding upon both parties, and no appeal shall lie therefrom.</p> <p>And upon every such reference the Board of Arbitration and Umpire shall have power to examine witnesses on oath or affirmation, and to fix, settle and determine the amount of the cost of and incidental to the reference, and the award respectively to be paid by both parties, or by either party, and to direct and award when and by whom such costs shall be paid.</p> <p>And in matters not otherwise provided for in this Clause, the provisions of the English Arbitration Act of 1889, and any acts amending the same, shall <i>mutatis mutandis</i> have effect in relation to every arbitration under this Clause.</p>

THE FIRST SCHEDULE OF THE LEASE.

First Part.

Underground Area.

The Singareni Coal Field includes and comprises all the area containing any beds, seams, veins, or deposits of coal lying and being under the land delineated on the map marked A hereto annexed and thereon coloured red, and any beds, seams, veins or deposits of coal which are parts or branches of or form a continuation or extension in any direction of the beds, seams, veins, or deposits of coal lying and being under the said land; whether such continuation or extension shall or shall not be interrupted by faults, dislocations, slips, hitches, heaves or troubles.

Second Part.

The piece of land coloured green on the map marked B annexed hereto, in or upon which are the entrances to the inclines and pits now being worked by the Company, the Company's railway stations, officers' bungalows, clerks' quarter coolie lines, boiler and engine houses, workshops, stores and other buildings, erections and works.

THE SECOND SCHEDULE OF THE LEASE.

There shall be paid by the Company to the Government on the First day of March, one thousand eight hundred and ninety-four and on every subsequent First day of March in every year of the term by these presents granted, (such term for the purposes of the Schedule and the payments to be made thereunder to commence as from the First day of January, one thousand eight hundred and ninety-three), and also on the First day of March next after the expiration or other sooner determination of the said term, royalties at the rates following, that is to say :—

1. If the Company shall not in the then preceding year have won such quantity of the coal by these presents demised as, according to the royalties in following Clauses of this Schedule specified, will produce a clear yearly thirty thousand Halli Sicca Rupees, the Company shall pay to the Government such a sum as, together with the said royalties actually payable, will amount to the said sum of thirty thousand Halli Sicca Rupees.

2. If the sales made by the Company of coal won from the mines by these presents demised shall not in the then preceding year have amounted to one hundred thousand tons, the Company shall pay to the Government a royalty on ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate of eight annas Halli Sicca currency per ton.

3. If the sales made by the Company of coal won from the said demised mines and actually sold, or disposed of by the Company, shall in the then preceding year have amounted to or exceeded one hundred thousand tons, the Company shall (subject to the provisions of the five next following Clauses) pay to the Government a royalty on ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate for every ton thereof of twenty-two per cent. of the difference between the selling price per ton of the coal so won and the working cost per ton of winning the same.

4. Provided always that, if the sales made by the Company of coal won from the said demised mines and actually sold or disposed of by the Company shall in the then preceding year have amounted to one hundred thousand tons and not have exceeded one hundred and fifty thousand tons; and if the selling price per ton of the coal won in the same year shall be twenty-five per cent. less than the average selling price per ton of the coal won in the three years ending on the thirty-first day of December one thousand eight hundred and ninety-two; then the Company shall pay to the Government a royalty on ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate for every ton thereof of fifteen per cent. (instead of twenty-two per cent. in Clause 3 of this Schedule specified) of the difference between the selling price per ton of the coal so won and the working cost per ton of winning the same.

5. Provided always further that, if the sales made by the Company of coal so won and actually sold or disposed of as aforesaid shall in the then preceding year have exceeded one hundred and fifty thousand tons; and if the selling price per ton of the coal won in the same year shall be twenty-five per cent. less than the average selling price per ton of the coal won in the three years ending on the thirty-first day of December one thousand eight hundred and ninety-two; then the Company shall pay to the Government a royalty on ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate for every ton thereof of fifteen per cent. (instead of twenty-two per cent. in Clause 3 of this Schedule specified) of the difference between the selling price per ton of the coal so won and the working cost per ton of winning the same.

6. Provided always further that, if the sales made by the Company of coal so won and actually sold or disposed of as aforesaid shall in the then preceding year have amounted to one hundred thousand tons and not have exceeded one hundred and fifty thousand tons; and if the selling price per ton of the coal won in the same year shall be twenty-five per cent. higher than the average selling price per ton of the coal won in the three years ending on the thirty-first day of December one thousand eight hundred and ninety-two; then the Company shall pay to the Government a royalty on ninety per cent. of all the coal won from the said

demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate for every ton thereof of twenty-five per cent. (instead of twenty-two per cent., in Clause 3 of this Schedule specified) of the difference between the selling price per ton of the coal so won and the working cost per ton of winning the same.

7. Provided always further that, if the sales made by the Company of coal so won and actually sold or disposed of as aforesaid shall in the then preceding year have exceeded one hundred and fifty thousand tons; and if the selling price per ton of the coal won in the same year shall be twenty-five per cent. higher than the average selling price per ton of the coal won in the three years ending on the thirty-first day of December one thousand eight hundred and ninety-two; then the Company shall pay to the Government a royalty on ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate for every ton thereof of thirty-four per cent. (instead of twenty-two per cent. in Clause 3 of this Schedule specified) of the difference between the selling price per ton of the coal so won and the working cost per ton of winning the same.

8. Provided always further that, notwithstanding anything contained in the preceding Clauses of this Schedule, the royalty to be paid by the Company under these presents shall not in any case exceed one rupee Halli Sica Currency per ton.

9. The working cost aforesaid shall be deemed to be two rupees eleven annas eleven pies Halli Sica Currency per ton; and the selling price aforesaid shall be calculated and determined, as on every First day of January, by dividing the sums actually received by the Company during the then preceding year, in respect of all the coal sold by the Company, by the number of tons of coal won by the Company during the same period.

10. In calculating the sums actually received by the Company as in the ninth Clause of this Schedule mentioned, the Company shall be entitled to deduct from the sums actually received for any coal sold by the Company all sums (if any) which the Company shall actually pay to any agents, brokers or others by way of commission or brokerage in respect of such sales.

11. In calculating the sums actually received by the Company as in the ninth Clause of this Schedule mentioned, the Company shall, in respect of all coal sold by the Company elsewhere than at the pit's mouth, be entitled to deduct from the sums actually received by the Company for such coal, all expenses (if any) incurred by the Company for carriage or otherwise in relation to the delivery of such coal to the purchasers, other than the expenses of winning the same. And also shall, in respect of all coals sold by the Company on credit or otherwise than for ready money, be entitled to deduct from the sums actually received by the Company for such coal a sum equal to interest thereon during the period for which credit is given to the purchaser at the rate of one per cent. above the average current rate

of discount charged during the same period by the Bank of Bombay upon first class bills of exchange.

12. In calculating the sums actually received as in the ninth Clause of this Schedule mentioned, the Company shall, in respect of all coal sold by the Company in a manufactured form (whether as coke, patent or compressed fuel or otherwise than in its raw state), be entitled to deduct from the sums actually received by the Company for such manufactured coal a sum equivalent to the actual cost of manufacturing such coal into the form in which it is actually sold, together with a sum equivalent to ten per cent. of the sums actually received by the Company for such manufactured coal.

13. In respect of all mineral and other substances by these presents demised other than coal, the Company shall pay to the Government one-fifteenth part of the net proceeds of any and all sales made by the Company during the then preceding year of all such mineral and other substances.

14. In this Schedule "ton" means "British ton," "won" means "raised to the surface" and "the then preceding year" means "the year ending on the then last preceding thirty-first day of December for the time being."

Note. - Particulars of the terms and conditions and calculations of royalties as laid down in the Second Schedule are given on pages 42, 43, 44 and 45.

TABULAR STATEMENT

OF

SECOND SCHEDULE.

Pages 42 to 45.

TABULAR STATEMENT

*Scale of Royalties to be paid to H. H. Government by the Company
tions under which the Royalties*

No. of Clause of Schedule.	Conditions under which the royalties payable by the Company have to be determined.
1	<i>Minimum Royalty Clause.</i> That if the royalty on the coal won during the year, as calculated under the following Clauses, should not produce the sum of H. S. Rupees 30,000 ;
2	That if the sales of coal during the year do not amount to 100,000 tons ;
3	That if the sales of coal during the year amount to, or exceed 100,000 tons ;
4	That if the sales of the coal won during the year amount to 100,000 tons, and do not exceed 150,000 tons ; and if the selling price per ton of the coal won in the year is 25 per cent. less than the average selling price of the three years, 1890, 1891 and 1892 ;
5	That if the sales of the coal won during the year exceed 150,000 tons, and if the selling price per ton of the coal won in the year is 25 per cent. less than the average selling price of the three years, 1890, 1891 and 1892 ;
6	That if the sales of the coal won during the year amount to 100,000 tons and do not exceed 150,000 tons ; and if the selling price per ton of the coal won in the year is 25 per cent. higher than the average selling price of the coal won in the three years, 1890, 1891 and 1892 ;
7	That if the sales of the coal won during the year exceed 150,000 tons, and if the selling price per ton of the coal won in the year is 25 per cent. higher than the average selling price of the coal won in the three years, 1890, 1891 and 1892 ;

OF SECOND SCHEDULE.

under the Second Schedule of the Lease, with particulars of the conditions should be calculated.

Royalties to be paid.

The royalty actually payable on the coal won, *plus* such a sum as will bring up the amount to the said sum of Rs. 30,000.

Royalty on 90 per cent. on the coal won during the year (whether sold or not) at the rate of eight annas (H. S.) per ton.

Royalty (subject to Clauses 4, 5, 6, 7 and 8) on 90 per cent. on the coal won during the year (whether sold or not), at the rate per ton of 22 per cent. of the difference between the selling price of the coal won and the working cost per ton of winning the same.

Ditto, ditto, but at the rate of 15 per cent. of the difference between the selling price and working cost, instead of 22 per cent. as fixed by Clause 3.

Ditto, ditto, but at the rate of 17 per cent. of the difference between the selling price and working cost, instead of 22 per cent. as fixed by Clause 3.

Ditto, ditto, but at the rate of 25 per cent. of the difference between the selling price and working cost, instead of 22 per cent. of such difference as fixed by Clause 3.

Ditto, ditto, but at the rate of 34 per cent. of the difference between the selling price and working cost, instead of 22 per cent. of such difference, as fixed by Clause 3.

TABULAR STATEMENT

*Scale of Royalties to be paid to H. H. Government by the Company
tions under which the Royalties*

No. of Clause of Schedule.	Conditions under which the royalties payable by the Company have to be determined.
8	That notwithstanding any conditions contained in the foregoing clauses of the schedule ;
9	The working cost to be H. S. Rs. 2-11-11 per ton. The selling price to be determined on the 1st day of January of each year, and to be the sums actually received by the Company during the preceding year for all coal sold by the Company divided by the number of tons of coal won during the same period.
10	Of the sums actually received for coal sold, the Company to be entitled to deduct all sums (if any) paid to agents, brokers, or others on account of commission, or brokerage in respect of such sales.
11	Of the sums actually received as laid down in Clause 9, the Company to be entitled to deduct in respect to coal sold elsewhere than at the pit's mouth, all expenses for carriage or otherwise in relation to the delivery of such coal to the purchasers, other than the expenses of winning the coal. And for coals sold on credit, or otherwise than for ready money, to be entitled to deduct from the sums received for such coal, a sum equal to interest for the period for which credit is given, at the rate of one per cent. above the average current rate of discount charged during the same period by the Bank of Bombay upon first class bills of exchange.
12	Of sums actually received, as laid down in Clause 9, the Company to be entitled to deduct the actual cost of manufacturing any coal sold in a manufactured form, such as coke, patent or compressed fuel, or otherwise than in its raw state, <i>plus</i> 10 per cent. of the sums received by the Company for such manufactured coal ;
13	Sales of all minerals and other substances other than coal ;

NOTES.—

(1).—*The royalties are payable by the Company to the Government on the 1st day (January to December inclusive.)*

(2).—*The term "ton" used in the Schedule means "British ton" and "won"*

OF SECOND SCHEDULE.

under the Second Schedule of the Lease, with particulars of the conditions should be calculated.

Royalties to be paid.

Royalty is not to exceed one Halli Sicca Rupee per ton.

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Company to pay the Government 1/15th part of the net proceeds of sales.

of March of each year in respect of the transactions of the preceding calendar year;

means "raised to the surface."